

Public Service Commission of South Carolina Tariff Summary Sheet as of November 6, 2009

United Telephone Company of the Carolinas LLC d/b/a CenturyLink

Tariff Service: Long Distance

This document is the complete version of the tariff on file and contains the following approved revisions. Detailed information is available for each revision on the Commission's E Tariff website (http://etariff.psc.sc.gov).

	Revision	Date Filed	Effective Date	# of Pages
	E2009-358	10/14/09	11/6/09	2
Summary: This filing introduces the CenturyLink Communications d/b/a as reflected on the revised Title Page. This tariff package is being refiled per Tom Allen.			ge. This tariff package is being re-	

(C)

ISSUED: October 5, 2009 EFFECTIVE: October 19, 2009

INTRASTATE/INTERLATA SERVICES TARIFF

FOR THE

STATE OF SOUTH CAROLINA

This tariff contains regulations, rates and charges applicable to the provision of Intrastate/InterLATA Services offered by United Telephone Company of the Carolinas **LLC** within this State. This tariff is on file with the Public Service Commission of the State of South Carolina.

(C)

Adoption Notice

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Effective September 16, 2009, the Public Service Commission of South Carolina approved the use by United Telephone Company of the Carolinas LLC of the fictitious name CenturyLink. Effective October 19, 2009, United Telephone Company of the Carolinas LLC, began operating under the name CenturyLink. As such, United Telephone Company of the Carolinas LLC d/b/a CenturyLink hereby adopts, ratifies, and makes its own, in every respect as if the same had been originally filed by it, all schedules, rules, notices, concurrences, schedule agreements, divisions, authorities or other instruments whatsoever, heretofore filed with the South Carolina Public Service Commission, State of South Carolina, or adopted by United Telephone Company of the Carolinas LLC.

By this notice, United Telephone Company of the Carolinas LLC d/b/a CenturyLink also adopts and ratifies all supplements or amendments to any of the above schedules, etc., which United Telephone Company of the Carolinas LLC has heretofore filed with said Commission.

(N)

Explanation of Symbols

When changes are made in any tariff page, a revised page will be issued canceling the tariff page affected; such changes will be identified through the use of the following symbols:

- (C) to signify changed regulation
- (D) to signify discontinued rate, regulation or text
- (I) to signify increase
- (N) to signify new rate and/or new regulation, and/or new text
- (O) to signify an obsolete rate, regulation or text
- (R) to signify reduction
- (S) to signify reissued tariff matter unchanged in intent
- (T) to signify a change in text, but no change in rate or regulation

The above symbols will apply except where additional symbols are identified at the bottom of an individual page.

United Telephone Company of the Carolinas

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ISSUED: June 15, 2004 EFFECTIVE: June 29, 2004

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Termination of Service for Cause

1.2.12

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ISSUED: November 13, 1997 EFFECTIVE: January 1, 1998

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United Telephone Company of the Carolinas (DBA)
UNITED TELEPHONE-SOUTHEAST
SOUTH CAROLINA

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ISSUED: November 13, 1997 EFFECTIVE: January 1, 1998

1. GENERAL

(N)

1.1 APPLICATION

This tariff applies to Intrastate/InterLATA Services furnished or made available by United Telephone Company of the Carolinas, hereinafter referred to as the Company. These services will be provided within the State of South Carolina.

1.2 **REGULATIONS**

1.2.1 SCOPE

- a. The Company will provide Intrastate/InterLATA Services for communications between specified locations of customers, authorized users or joint users in accordance with the regulations and charges specified in this tariff.
- b. The Company will obtain and bill for any necessary local exchange Company facilities to interconnect the customer's designated premises with the Company's point of presence.
- c. The Company does not undertake to transmit messages, but furnishes the use of its facilities to its customers for communications.
- d. The Company's obligation to furnish service or to continue to furnish service is dependent on its ability to obtain, retain and maintain suitable facilities without unreasonable expense and to provide for the installation and testing of those facilities required incidental to the furnishing and maintenance of that service.

1.2.2 APPLICATION FOR SERVICE

- a. The Company may require a customer to sign an application form requesting the Company to furnish the service in accordance with rates, charges, rules and regulations from time to time in force and effect.
- b. Upon receipt of the customer's application for service, the Company will offer said service upon separate contract depicting, but not limited to, rates and charges applicable to the service. A contract summary in tariff format will be provided to the South Carolina Public Staff.
- c. The Company may also require a signed authorization from a customer for additions to or changes in existing service for such customer.
- d. An application for service canceled by the customer or the Company prior to the establishment of the service applied for is subject to the provisions of Section 1.2.4 following.

1.2.3 INTERRUPTION OF SERVICE

It shall be the obligation of the customer to notify the Company of any interruption of service. Before giving such notice, the customer shall ascertain that the trouble is not being caused by an action or omission of the customer or is not in customer-provided wiring or equipment.

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1. GENERAL

1.2 <u>REGULATIONS</u> (Cont'd)

1.2.4 LIABILITY

- a. In view of the fact that the subscriber has exclusive control of his communications over the facilities furnished him by the Company, and of the other uses for which facilities may be furnished him by the Company, and because of *the unavoidability* of errors incident to the services and to the use of such facilities of the Company, the services and facilities furnished by the Company are subject to the terms, conditions and limitations specified in this tariff and the Company assumes no liability except as specifically provided below.
- (T)
- b. The liability of the Company for damages arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission, or failures or defects in facilities furnished by the Company, occurring in the course of furnishing service or other facilities and not caused by the negligence of the Company, shall in no event exceed an amount equivalent to the proportionate charge to the customer for the period of service during which such mistake, omission, interruption, delay, error or defect in transmission, or failure or defect in facilities occurs.
- c. When suitable arrangements can be made, facilities of other companies may be used in conjunction with the Company's facilities in establishing connections with the facilities of other companies, the Company will not be responsible or liable for any action or omission of the other company.
 - Neither this Company nor any other company shall be liable for any act or omission of any other company or companies furnishing a portion of such service.
- d. The Company shall be indemnified and saved harmless by the customer or customers against claims for libel, slander or the infringement of copyright arising directly or indirectly from the material transmitted over the facilities or the use thereof, against claims for infringement of patents arising from combining with, or using in connection with, facilities furnished by the Company, apparatus and systems of the customer, and against all other claims arising out of any act or omission of the customer in connection with the facilities provided by the Company.
- e. The Company's failure to provide or maintain services under this tariff shall be excused by labor *difficulties*, governmental orders, civil commotions, acts of God and other circumstances beyond the Company's reasonable control.
- f. The Company will make reasonable efforts to cure any material failure to provide service caused solely by Year 2000 defects in the Company hardware, software or systems. Due to the interdependence among telecommunications providers and the interrelationship with non-Company processes, equipment and systems, the Company is not responsible for failures caused by circumstances beyond its control, including, but not limited to, failures caused by: 1) the Customer; 2) other telecommunications providers; or 3) customer premises equipment. In addition, the Company does not ensure compatibility between the Company and non-Company services used by the Customer.

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United Telephone Company of the Carolinas

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ISSUED: June 15, 1999 EFFECTIVE: June 22, 1999

1. GENERAL

1.2 REGULATIONS (Cont'd)

1.2.5 USE (M^l)

a. Use of Service

The service is provided for use by the customer and may be used by others when so authorized by the customer providing that such use shall be subject to the provisions of this tariff.

The frequency range, energy level, speed and other characteristics of signals transmitted by the customer must fall within those appropriate for the channel furnished. The customer's use of a channel shall not interfere with or impair the Company's ability to offer other channels, cause damage to the Company's equipment or resold facilities, impair the privacy of communications over the Company's systems or create hazards to the employees of any company or the public.

The purpose or purposes for which the Intrastate/InterLATA Service is to be used must be made known to the Company prior to such use.

Service may be used for the purpose of the transmission of communications by the customer and the customer's authorized users.

The customer may not use or permit others to use any of the services or facilities furnished by the Company under this tariff for any unlawful purpose.

b. Unlawful Purpose

The service is furnished subject to the condition that it will not be used for an unlawful purpose.

 $⁽M^{I})$ Material previously appeared on Original Page 2.

 $⁽M^2)$ Material previously appeared on Original Page 3.

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ISSUED: June 15, 1999 EFFECTIVE: June 22, 1999

1. GENERAL

1.2 <u>REGULATIONS</u> (Cont'd)



1.2.6 OBLIGATION OF THE CUSTOMER

The customer shall be responsible for making facilities available for maintenance and testing purposes at a time agreeable to both the Company and the customer. No allowance will be made for the period during which the service is interrupted for such purposes.

1.2.7 BILLING OF CHARGES

- For billing purposes, service is considered to be established upon the day in which the Company notifies
 the customer of installation and testing of the customer's service.
- b. Charges will be billed monthly in advance and are due upon receipt. For the purpose of computing charges, a month is considered to consist of thirty (30) days. If objection in writing is not received by the Company within thirty (30) days after the bill is rendered, the account shall be deemed correct and binding upon the subscriber.
- c. Customers billed by Local Exchange Carriers on behalf of the Company are responsible for any Late Payment Charges or other such charges that Local Exchange Carriers may employ in their billing process.

1.2.8 ALLOWANCE FOR INTERRUPTIONS

When the use of service or facilities furnished by the Company is interrupted due to any cause other than the negligence or willful act of the subscriber or the failure of the facilities provided by the subscriber, a pro rate adjustment of the fixed monthly charges involved will be allowed, upon request of the subscriber, for the service and the facilities rendered useless and inoperative by reason of the interruption during the time said interruption continues in excess of twenty-four (24) hours from the time it is reported to or detected by the Company, except as otherwise specified in this tariff. For the purpose of administering this regulation, every month is considered to have thirty (30) days.

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ISSUED: November 13, 1997 EFFECTIVE: January 1, 1998

1. GENERAL

1.2 REGULATIONS (Cont'd)

1.2.9 INITIAL SERVICE PERIODS

Unless otherwise specified in this tariff or contract, the initial service period for all service offered is six (6) months commencing with the date of installation of the service.

1.2.10 PAYMENT ARRANGEMENTS

The customer is responsible for payment of all charges for services furnished, and payment is due on receipt of the bill.

- a. The customer shall submit payment for all charges by mail or to any agency authorized by the Company to receive such payment.
- b. The subscriber shall pay monthly in advance or on demand all charges for services.
- c. Should service be disconnected for non-payment, the service agreement is considered to have been terminated. Reestablishment of service may be made only upon the execution of a new service agreement which is subject to the provision of this tariff.
- d. In its discretion, the Company may reestablish service which has been disconnected for nonpayment of charges, prior to payment of all charges due. Such reestablishment shall not be construed as a waiver of any rights to disconnect service for nonpayment of any such or other charges due and unpaid or for violation of the provisions of this tariff, nor shall the failure to disconnect service for nonpayment of any past due account or accounts operate as a waiver or estoppel to disconnect service for nonpayment of such account or of any other past due account.

1.2.11 CANCELLATION OF SERVICE BY CUSTOMER

- a. The customer may cancel service by giving written notice up to the day cancellation is requested. If the customer's service is provided under a minimum service period, termination liability shall apply if cancellation is requested and implemented prior to the fulfillment of the term commitment.
- b. The Company will have up to thirty (30) days from the date of customer notification to complete the service disconnection. Any recurring rates incurred will be billed regardless of the customer's requested disconnect date.
- c. If the customer orders service which requires special construction or special facilities dedicated to the customer's use and then cancels his order before the service begins or before completion of the minimum period, a charge will be made to the customer for the nonrecoverable portions of the expenditures or liabilities incurred expressly on behalf of the customer by the Company and not fully reimbursed by installation and monthly charges. If based on the order, any construction has either begun or been completed, but not service provided, the nonrecoverable cost of such construction shall be borne by the customer.

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United Telephone Company of the Carolinas (DBA)
UNITED TELEPHONE-SOUTHEAST
SOUTH CAROLINA

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ISSUED: November 13, 1997 EFFECTIVE: January 1, 1998

1. GENERAL

1.2 <u>REGULATIONS</u> (Cont'd)

1.2.12 TERMINATION OF SERVICE FOR CAUSE

Upon nonpayment of any sum due the Company, or upon a violation of any of the conditions governing the furnishing of service, the Company or its Agent may, by notice in writing to the customer, without incurring any liability, forthwith discontinue the furnishing of service.

United Telephone Company of the Carolinas

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ISSUED: July 16, 2001 EFFECTIVE: July 30, 2001

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- 2. STANDARD SERVICE OFFERINGS
- 3. ENHANCED FRAME RELAY SERVICE

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2. STANDARD SERVICE OFFERINGS

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UNITED TELEPHONE-SOUTHEAST
SOUTH CAROLINA

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ISSUED: November 13, 1997 EFFECTIVE: January 1, 1998

2. STANDARD SERVICE OFFERINGS

(N)

2.1 <u>SPECIAL SERVICE ARRANGEMENTS</u>

Offerings of Intrastate/InterLATA Services are provided by Special Service Arrangements whereby the rates for each customer are determined on an individual case basis.

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2. STANDARD SERVICE OFFERINGS

2.2 ENHANCED FRAME RELAY SERVICE

a. United Telephone Company of the Carolinas concurs, in the regulations governing Enhanced Frame Relay Service as filed by the Company in its General Subscriber Services Tariff, Section U23.1 and in the amendments to that tariff as authorized by the Public Service Commission of the State of South Carolina.

b. Rates and Charges

Permanent Virtual Circuit (PVC) - InterLATA

CIR, per PVC	S&E Code	Monthly <u>Rate</u>	Nonrecurring <u>Charge</u>
Over 0 thru 8 Kbps			
Frame for LAN	FCEALVI(AP3)	\$2.00	\$10.00
Frame for SNA	FCEALVI(AP2)	3.00	10.00
Frame for Voice	FCEALVI(AP1)	4.00	10.00
Over 8 thru 16 Kbps			
Frame for LAN	FCEALVI(BP3)	3.00	10.00
Frame for SNA	FCEALVI(BP2)	4.00	10.00
Frame for Voice	FCEALVI(BP1)	5.00	10.00
Over 16 thru 24 Kbps			
Frame for LAN	FCEALVI(TP3)	4.00	10.00
Frame for SNA	FCEALVI(TP2)	5.00	10.00
Frame for Voice	FCEALVI(TP1)	6.00	10.00
Over 24 thru 32 Kbps			
Frame for LAN	FCEALVI(DP3)	5.00	10.00
Frame for SNA	FCEALVI(DP2)	6.00	10.00
Frame for Voice	FCEALVI(DP1)	7.00	10.00
Over 32 thru 40 Kbps			
Frame for LAN	FCEALVI(EP3)	6.00	10.00
Frame for SNA	FCEALVI(EP2)	7.00	10.00
Frame for Voice	FCEALVI(EP1)	8.00	10.00
Over 40 thru 48 Kbps			
Frame for LAN	FCEALVI(FP3)	7.00	10.00
Frame for SNA	FCEALVI(FP2)	8.00	10.00
Frame for Voice	FCEALVI(FP1)	9.00	10.00
Over 48 thru 56 Kbps			
Frame for LAN	FCEALVI(GP3)	8.00	10.00
Frame for SNA	FCEALVI(GP2)	9.00	10.00
Frame for Voice	FCEALVI(GP1)	10.00	10.00
Over 56 thru 64 Kbps			
Frame for LAN	FCEALVI(HP3)	9.00	10.00
Frame for SNA	FCEALVI(HP2)	10.00	10.00
Frame for Voice	FCEALVI(HP1)	11.00	10.00
Over 64 thru 128 Kbps	, ,		
Frame for LAN	FCEALVI(IP3)	11.00	10.00
Frame for SNA	FCEALVI(IP2)	12.00	10.00
Frame for Voice	FCEALVI(IP1)	13.00	10.00

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ISSUED: July 16, 2001 EFFECTIVE: July 30, 2001

2. STANDARD SERVICE OFFERINGS

2.2 <u>ENHANCED FRAME RELAY SERVICE</u> (Cont'd)

b. Rates and Charges (Cont'd)

Permanent Virtual Circuit (PVC) - InterLATA (Cont'd)

CIR, per PVC	S&E Code	Monthly <u>Rate</u>	Nonrecurring <u>Charge</u>
Over 128 thru 256 Kbps			
Frame for LAN	FCEALVI(JP3)	\$ 15.00	\$10.00
Frame for SNA	FCEALVI(JP2)	17.00	10.00
Frame for Voice	FCEALVI(JP1)	19.00	10.00
Over 256 thru 384 Kbps			
Frame for LAN	FCEALVI(KP3)	19.00	10.00
Frame for SNA	FCEALVI(KP2)	21.00	10.00
Frame for Voice	FCEALVI(KP1)	23.00	10.00
Over 384 thru 512 Kbps	,		
Frame for LAN	FCEALVI(LP3)	24.00	10.00
Frame for SNA	FCEALVI(LP2)	28.00	10.00
Frame for Voice	FCEALVI(LP1)	32.00	10.00
Over 512 thru 768 Kbps			
Frame for LAN	FCEALVI(MP3)	30.00	10.00
Frame for SNA	FCEALVI(MP2)	34.00	10.00
Frame for Voice	FCEALVI(MP1)	38.00	10.00
Over 768 thru 1.536 Mbps			
Frame for LAN	FCEALVI(NP3)	45.00	10.00
Frame for SNA	FCEALVI(NP2)	50.00	10.00
Frame for Voice	FCEALVI(NP1)	55.00	10.00
Over 1.536 thru 4 Mbps			
Frame for LAN	FCEALVI(OP3)	120.00	10.00
Frame for SNA	FCEALVI(OP2)	135.00	10.00
Frame for Voice	FCEALVI(OP1)	150.00	10.00
Over 4 thru 10 Mbps			
Frame for LAN	FCEALVI(PP3)	170.00	10.00
Frame for SNA	FCEALVI(PP2)	190.00	10.00
Frame for Voice	FCEALVI(PP1)	210.00	10.00
Over 10 thru 16 Mbps			
Frame for LAN	FCEALVI(QP3)	265.00	10.00
Frame for SNA	FCEALVI(QP2)	285.00	10.00
Frame for Voice	FCEALVI(QP1)	305.00	10.00
Over 16 thru 34 Mbps			
Frame for LAN	FCEALVI(RP3)	535.00	10.00
Frame for SNA	FCEALVI(RP2)	555.00	10.00
Frame for Voice	FCEALVI(RP1)	575.00	10.00
Over 34 thru 44.210 Mbps	EOEALV#ODG\	005.00	40.00
Frame for LAN	FCEALVI(SP3)	635.00	10.00
Frame for SNA	FCEALVI(SP2)	655.00	10.00
Frame for Voice	FCEALVI(SP1)	675.00	10.00

United Telephone Company of the Carolinas

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ISSUED: June 15, 2004 EFFECTIVE: June 29, 2004

2. STANDARD SERVICE OFFERINGS

2.3 ATM SERVICE

(N)

a. United Telephone Company of the Carolinas concurs, in the regulations governing ATM Service as filed by the Company in its General Subscriber Services Tariff, Section U23.2 and in the amendments to that tariff as authorized by the Public Service Commission of the State of South Carolina.

b. Rates and Charges

Permanent Virtual Circuit (PVC) - InterLATA

	SAE Code	Monthly Rate (<u>Per Increment</u>)	Nonrecurring Charge (Per PVC)
Over 0 thru 2.944 Mbps (Per increments of 64 Kbps) CBR VBR-nrt	PUNPVIK(RBC) PUNPVIK(VBR)	\$ 14.00 10.00	\$ 50.00 50.00
Over 2.944 Mbps (Per increments of 1 Mbps) CBR VBR-nrt	PUNPVIM(RBC) PUNPVIM(VBR)	75.00 45.00	50.00 50.00
	SAE Code	Monthly Rate (Per Connection)	Nonrecurring Charge (Per Connection)
UBR Per DS1 Connection Per NxDS1 Conn. Per DS3 Connection Per OC3 Connection	PUNPVIM(DS1) PUNPVIM(IMA) PUNPVIM(DS3) PUNPVIM(OC3)	\$ 50.00 85.00 275.00 775.00	\$ 50.00 50.00 50.00 50.00

NOTE: UBR PVCs must be ordered at the same transmission speed as the port with which it is associated.

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